

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



CHADWICK MCQUEEN and THE TERRY MCQUEEN
TESTAMENTARY TRUST,

Plaintiff,

-V-

CLOTHING COMPANY S.P.A., BELSTAFF USA CORP.,
and BELSTAFF INTERNATIONAL LTD.

Defendants.

CERTIFICATE OF MAILING

08 CV 3019 (LTS)

I, J. Michael McMahon, Clerk of Court for the Southern District of New York, do hereby certify that on the

28th day of March, 2008

I served the

Summons & Complaint

pursuant to the Federal Rule of Civil Procedure 4 (f) (2) (c) (ii) filed and issued herein on the,

25th day of March, 2008

by mailing via Federal Express, in the Federal Express mail drop box located at 500 Pearl Street, NY, NY, a copy of each thereof, securely enclosed in a Federal Express envelope with a prepaid international airbill addressed to:

See attached for listing of Defendants

Federal Express International Air Waybill Tracking Number:

7910 3131 2233

J. Michael McMahon
CLERK

Dated: New York, NY

ORIGINAL

AO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

SOUTHERNDistrict of NEW YORK

CHADWICK MCQUEEN and THE
TERRY MCQUEEN TESTAMENTARY
TRUST,

Plaintiffs

v.

CLOTHING COMPANY S.P.A.,
BELSTAFF USA CORP., and BELSTAFF
INTERNATIONAL LTD.

Defendants

SUMMONS IN A CIVIL ACTION

CASE NUMBER

08 CV 3019**JUDGE SWAIN**

TO: (name and address of Defendant)

Clothing Company S.p.A.
via Bonisiolo 15
Zerman di Mogliano Veneto (TV)
31020, Italy

Belstaff USA Corp.
C/O Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

Belstaff International Ltd.
via Bonisiolo 15
Zerman di Mogliano Veneto (TV)
31020, Italy

YOU ARE HEREBY SUMMONED as required to serve on PLAINTIFF'S ATTORNEY (name and address)

Robert L. Raskopf, Esq.
Todd Anten, Esq.
Quinn Emanuel Urquhart Oliver & Hedges, LLP
51 Madison Avenue, 22nd Floor
New York, New York 10010

AO 440 (Rev. 8/01) Summons in a Civil Action

an answer to the complaint which is served on you with this summons, with TWENTY days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

CLERK

DATE

MAR 25 2008*W. James Quintero*

(By) DEPUTY CLERK

RETURN OF SERVICE

Service of the Summons and complaint was made by me ¹	DATE
NAME OF SERVER (PRINT)	TITLE

Check one box below to indicate appropriate method of service

Served personally upon the defendant. Place where served:

Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person with whom the summons and complaint were left:

Returned unexecuted

Other (specify)

STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		

¹ As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure

AO 440 (Rev. 8/01) Summons in a Civil Action

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement Fees is true and correct

Executed on _____

Date

Signature of Server

Address of Server

OFFICE COPYUNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKCHADWICK MCQUEEN and THE TERRY
MCQUEEN TESTAMENTARY TRUST,

Plaintiffs,

vs.

CLOTHING COMPANY S.P.A., BELSTAFF USA
CORP., and BELSTAFF INTERNATIONAL LTD.,

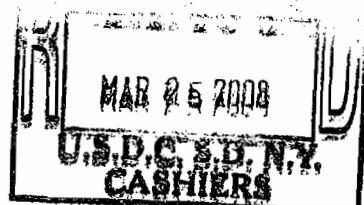
Defendants.

JUDGE SWAIN**08 CV 3019**

x Case No.: _____

x COMPLAINT

x DEMAND FOR JURY TRIAL



Plaintiffs Chadwick McQueen and The Terry McQueen Testamentary Trust

(collectively, the "McQueen Heirs" or "Plaintiffs"), by their attorneys Quinn Emanuel Urquhart & Oliver & Hedges, LLP, as and for their Complaint against defendants Clothing Company S.p.A., Belstaff USA Corp., and Belstaff International Ltd. (collectively, "Belstaff" or "Defendants"), allege as follows:

PRELIMINARY STATEMENT

1. This action arises from Defendants' willful and brazen unauthorized use of the name, image, signature, and likeness of legendary actor and icon Steve McQueen, thereby jeopardizing the goodwill and value that the true owners of Steve McQueen's publicity and trademark rights—his heirs—have developed and protected through enormous effort since his untimely death in 1980. On behalf of Steve McQueen's heirs, Plaintiffs seek damages, injunctive relief, and other relief for false representation, false designation of origin, trademark infringement, unfair competition, false advertising, and infringement of the right of publicity knowingly and willfully committed by Defendants in violation of the laws of the United States and various states including the States of California and New York.

From: Origin ID: NBPA (212) 849-7000
 Todd Anten
 Quinn Emanuel Trial Lawyers
 51 Madison Ave 22nd FLR

New York, NY 10010
 UNITED STATES

SHIP TO: 390415972311 BILL SENDER
Belstaff International Ltd.
Belstaff International Ltd.
 via Bonisiolo 15



Ship Date: 27MAR08
 AdWgt: 0.5 LB
 System#: 7756693/WBUS0200
 Account#: S *****

REF: 01996.61179-01604
 DESC-1: Summons and complaint.
 DESC-2:
 DESC-3:
 DESC-4:
 EEI: NO EEI 30.37(a)
 COUNTRY MFG: US
 CARRIAGE VALUE: .00 USD
 CUSTOMS VALUE: USD
 T/C: S 364962304 D/T: S
 SIGN: Todd Anten
 EIN/VAT:

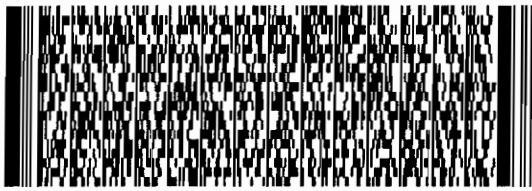
Zerman di Mogliano V, 31020

IT

PM

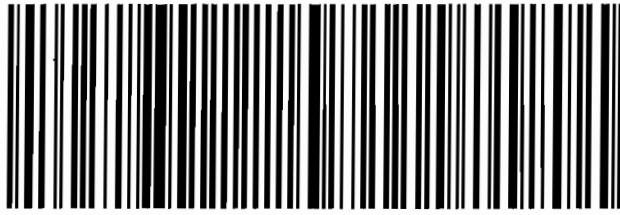
TRK# 7910 3131 2233

INTL PRIORITY



Z5 TSFA

31020
 -IT
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FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.



<i>package id</i>	<i>from</i>	<i>vendor</i>
0009285	Todd Anten (01604)	FedEx
<i>ship date</i>	Quinn Emanuel Trial	<i>tracking number</i>
Thu, Mar 27	Lawyers	791031312233
<i>to</i>	51 Madison Ave 22nd FLR	<i>service</i>
Belstaff International Ltd.	New York , NY 10010 US	FedEx International Priority
Belstaff International Ltd.		<i>packaging</i>
via Bonisiolo 15		FedEx Envelope
Zerman di Mogliano		<i>signature</i>
Veneto TV , 31020 IT		Direct signature - at
390415972311		address
<i>residential address</i>		<i>contents</i>
No		Documents
<i>return label</i>		Summons and complaint.
No		<i>courtesy quote</i>
<i>notification type</i>		27.79
Label Creation		<i>The courtesy quote does not</i>
Delivery		<i>reflect fuel surcharge and does</i>
<i>notification recipients</i>		<i>not necessarily reflect all</i>
toddanten@quinnemanu...		<i>accessorial charges.</i>
michaellevick@quinne...		

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Commercial Invoice

date of export 03/27/08	export reference		
shipper/exporter Todd Anten (01604) Quinn Emanuel Trial Lawyers 51 Madison Ave 22nd FLR New York , NY 10010 US	consignee Belstaff International Ltd. Belstaff International Ltd. via Bonisiolo 15 Zerman di Mogliano Veneto TV , 31020 IT 390415972311		
country of export US	buyer other than consignee		
country of ultimate destination			
exporting carrier FedEx			
waybill 791031312233	currency of sale USD		
marks and numbers	number of packages	total gross weight	cubic volume
	1		
description (country of manufacture)		quantity	unit price
Documents -- Summons and complaint.			0 USD
I declare that all the information contained in this invoice is true and correct.		Items total	0.00
Signed <u>TM CA</u>		Packing costs	
Date <u>03/28/08</u>		Freight costs	27.79
		Transportation costs	
		Handling	
		Insurance costs	
		Assists	
		Additional fees	
		Duties and taxes	
		Total invoice total	